



C1112.03/C

DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated
below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original,
first and joint inventor (if plural names are listed below) of the subject matter which is claimed and
for which a patent is sought on the invention entitled Sample Imaging

_____, the specification of which:

X is attached hereto.

_____ was filed on _____ as

Application Serial No. _____

and was amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification,
including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this
application in accordance with Title 37, Code of Federal Regulations, Section 1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119 of any
foreign application(s) for patent or inventor's certificate listed below and have also identified below
any foreign application for patent or inventor's certificate having a filing date before that of the

application on which priority is claimed:

<u>Country</u>	<u>Number</u>	<u>Date Filed</u>	<u>PRIORITY CLAIMED</u>	
			<u>Yes</u>	<u>No</u>
GB	9905954.5	16/03/99	X	—
—	—	—	—	—
—	—	—	—	—

I hereby claim the benefit under Title 35, United States Code Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application.

<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
PCT/GB00/00212	25/01/00	Pending
—	—	—

And I hereby appoint Wm. Marshall Lee, Registration No. 16,853, John M. Mann, Registration No. 17,775, Thomas E. Smith, Registration No. 18,243, Dennis M. McWilliams, Registration No. 25,195, James R. Sweeney, Registration No. 18,721, William M. Lee, Jr., Registration No. 26,935, Glenn W. Ohlson, Registration No. 28,455, David C. Brezina, Registration No. 34,128, Jeffrey R. Gray, Registration No. 33,391, Timothy J. Engling, Registration No. 39,970, Gregory B. Beggs, Registration No. 19,286, Gerald S. Geren, Registration No. 24,528 and Peter J. Shakula, Registration No. 40,808 as my attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith. It is requested that all communications be directed to Lee, Mann, Smith, McWilliams, Sweeney & Ohlson, P.O. Box 2786, Chicago, Illinois 60690-2786, telephone number (312) 368-1300.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made

with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor: John Gordon RUSHBROOKE

Signature *John Gordon* - DURABLE POWER OF ATTORNEY
FOR AND ON BEHALF OF
JOHN GORDON Date 27 September 2001
RUSHBROOKE

Country of Residence: USA

Country of Citizenship: GB

Post Office and Residence Address: 1308 Colony Plaza, Newport Beach, CA 92660, USA
(formerly of 10 Barrington House, Southacre Park,
Southacre Road, Cambridge CB2 2TY, GB)

Full name of joint inventor: Claire Elizabeth HOOPER

Signature *C E Hooper* Date 27 September 2001

Country of Residence: USA

Country of Citizenship: GB

Post Office and Residence Address: 1308 Colony Plaza, Newport Beach, CA 92660, USA
(formerly of 5 Rotherwick Way, Cambridge CB1 4RX
GB)

Full name of joint inventor: _____

Signature _____ Date _____

Country of Residence: _____

Country of Citizenship: _____

Post Office and Residence Address: _____



ORIGINAL FILED
IN WILL SAFE AT:
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Los Angeles, CA 90071

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

McKENNA & CUNEO, L.L.P.
Thomas Curtiss, Jr., Esq.
444 South Flower Street, 7th Floor
Los Angeles, California 90071

COPY LIMITED POWER OF ATTORNEY FOR BUSINESS

KNOW ALL MEN BY THESE PRESENTS:

I, **JOHN G. RUSHBROOKE**, also known as **JOHN RUSHBROOKE**, of the County of Orange, State of California, appoint you, **CLAIRE E. HOOPER**, of the County of Orange, State of California, as my attorney-in-fact (sometimes referred to as "agent") to act for me and in my name with respect to all of my business dealings as authorized in this document.

I. YOUR POWERS. I give you full power and authority to act in my name, place and stead, and for my use and benefit, with respect to all of my business dealings related to the following:

1. All matters with respect to Cambridge Imaging Limited ("CIL"), a corporation established under the laws of England;
2. All matters in connection with Cambridge Imaging Partners (the "Partnership"), a Delaware general partnership established pursuant to the terms of a partnership agreement dated April 3, 2000, by and between myself and Dr. Claire E. Hooper; and
3. All matters with respect to and arising from the sale of certain assets by CIL to Packard Instrument Co. ("PIC"), a Delaware corporation, including, but not limited to, the following:
 - a. All matters in connection with the Purchase, Sale and Licensing Agreement dated March 31, 2000, by and between CIL, myself, Dr. Claire E. Hooper and PIC;
 - b. All matters in connection with the assignment of certain patent rights by CIL to PIC pursuant to the terms of a Patent Assignment Agreement dated April 13, 2000, by and between CIL and PIC;

c. All matters in connection with the Termination Agreement dated April 13, 2000, by and between CIL and PIC;

d. My duties and responsibilities owed to CCS Packard, Inc. ("CCS Packard"), a California company and a wholly-owned subsidiary of Packard BioScience Company, pursuant to the terms of a Consulting Agreement dated April 13, 2000, by and between myself, Dr. Claire E. Hooper, the Partnership, and CCS Packard, and

e. My duties and responsibilities owed to CCS Packard pursuant to the terms of an Employment Agreement dated April 13, 2000, by and between myself and CCS Packard.

A. In exercising the powers listed above, you shall have the following additional powers:

1. **COLLECT AND RECOVER ASSETS.** To demand, sue for, and collect all such sums of money, debts, dues, accounts, legacies, bequests, interest, dividends, annuities and demands that are now or may later become due or payable to me, including any benefits payable by any governmental body or agency, and to take all lawful means to recover such assets, and to compromise claims for such assets and grant discharges for such assets in my name;

2. **DEAL WITH FINANCIAL INSTITUTIONS.** To establish, maintain or terminate bank accounts, security accounts, certificates of deposit, money market accounts, margin accounts, mutual funds, treasury bills and notes and any other type of cash fund, cash equivalent or security in my sole name or jointly in my name with others, and to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts, and to endorse, deposit or collect any checks or drafts made payable to me or to my order at any bank, savings bank, savings and loan or other financial or brokerage institution;

3. **REPRESENT ME IN ALL TAX MATTERS.** To prepare, sign, and file federal, state or local, income, gift and other tax returns of all kinds, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the Tax Court or other courts regarding tax matters, and any and all other tax related documents, including, without limitation, receipts, offers, waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code §2032A, or any successor section thereto), closing agreements and any power of attorney form required by the Internal Revenue Service, the Franchise Tax Board or any other taxing authority in the United States, the United Kingdom or any other jurisdiction, with respect to tax years 1988 through 2010 and any other "open" years; to pay taxes due, collect refunds, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service, the California Franchise Tax Board or any other taxing authority in the United States, the United Kingdom or any other jurisdiction to exercise any elections I may have under federal, state or local tax law; and generally to represent me in all tax matters and proceedings of all kinds and for all periods before all officers of

the Internal Revenue Service, Franchise Tax Board and any other taxing authority in the United States, the United Kingdom or any other jurisdiction;

4. **EMPLOY OTHERS.** To employ and remove any domestic help, custodian, attorney, accountant, investment counsel or other professional advisor to assist you in administering my property and to pay them reasonable compensation;

5. **ENTER, ESTABLISH, CLOSE OR MAINTAIN SAFE DEPOSIT BOXES.** To enter, establish, close, maintain and have access to any safe deposit box held in my name alone or jointly with another person whether or not the institution renting such box has its own form of power of attorney for such purposes and to remove all or any of the contents of such box;

6. **LITIGATE.** To prosecute, defend, compromise, or arbitrate any claims on my behalf in any local, state or federal court or administrative body and to settle, appeal or dismiss such actions;

7. **EXECUTE DOCUMENTS, ENTER INTO CONTRACTS, AND PAY REASONABLE COMPENSATION OR COSTS IN IMPLEMENTING THE ABOVE POWERS.** To sign, execute, deliver, acknowledge and make declarations in any document or documents that may be necessary, desirable, convenient or proper in order to exercise any of the powers described in this paragraph A; to enter into contracts; and to pay reasonable compensation or costs in the exercise of any such powers.

B. **INCIDENTAL POWERS.** In connection with the exercise of any of the powers described in this Section I, you are authorized and empowered to perform any other act necessary or incidental to the exercise of such powers with the same validity and effect as if I were personally present, competent and personally exercised the powers myself.

II. **RATIFICATION.** I hereby ratify and confirm all that you shall do or cause to be done under the authority granted in this document, and all promissory notes, bills of exchange, drafts, other obligations, agreements, stock powers, instruments and other documents, signed, endorsed, drawn, accepted, made, executed or delivered by you shall bind me, my estate, my heirs, my successors and assigns.

III. **THIRD PARTY RELIANCE.** For the purpose of inducing any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the powers granted in this document, I hereby represent, warrant and agree that:

A. **INDEMNITY.** If this document is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold such party or parties harmless from any loss suffered, or liability incurred, by such party or parties in acting in accordance with this document prior to that party's receipt of written notice of any such termination or amendment.

B. SCOPE OF POWERS. The powers conferred on you by this document may be exercised by you alone and your signature or act under the authority granted in this document may be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present competent, and acting on my own behalf.

C. RELIANCE. No person who acts in reliance upon any representation you may make as to the scope of your authority granted under this document shall incur any liability to me, my estate, my heirs, successors or assigns for permitting you to exercise any such power, nor shall any person who deals with you be responsible to determine or insure the proper application of funds or property.

D. REQUESTS FOR INFORMATION. All third parties from whom you may request information regarding my personal affairs are hereby authorized to provide such information to you without limitation and are released from any legal liability whatsoever to me, my estate, my heirs, successors or assigns for complying with your requests.

E. COURT PROCEEDINGS. You shall have the right to seek appropriate court orders mandating acts that you deem appropriate if a third party refuses to comply with actions taken by you which are authorized by this document or enjoining acts by third parties which you have not authorized. In addition, you may sue a third party who fails to comply with actions I have authorized you to take and demand damages, including punitive damages, on my behalf for such noncompliance.

IV. REVOCATION AND AMENDMENT. I revoke all prior Powers of Attorney for Assets that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys in your place. This Limited Power of Attorney for Business shall not revoke my separate Durable Power of Attorney for Assets executed by me simultaneously herewith. Amendments to this document shall be made in a writing signed by me personally and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original has been recorded.

V. NOMINATION OF CONSERVATOR. If at any time it becomes necessary to appoint a conservator of my estate, I hereby nominate you as such conservator. I grant to you as my conservator all of the powers specified in the California Probate Code. I hereby revoke all prior conservatorship nominations that I have made.

VI. DEFINITION OF DESCENDANTS. As used in this document, my "descendants" shall include my lineal issue of all degrees, and references to my descendants shall include descendants by adoption as well as by birth (but not a stepchild or a foster child or any person who would be deemed an "equitable adoptee" under California law), so long as you have determined that such descendant lived for a significant period of time during his or her minority as a member of the adoptive parent's household.

VII. PHOTOSTATIC COPIES. All parties dealing with you are authorized to rely fully on a photostatic copy of the original executed document.

VIII. SEVERABILITY. If any provision of this document shall not be enforceable or valid, the remaining provisions shall remain effective.

IX. EXCULPATION. You shall incur no liability to me, my estate, my heirs, my successors, or assigns for acting or refraining from acting hereunder, except for willful misconduct or gross negligence. You shall have no responsibility to make my assets productive of income, to increase the value of my estate, to diversify my investments, or for entering into transactions authorized by this document with yourself so long as you believe such actions are in my best interests or in the best interests of my estate and those interested in my estate.

X. GOVERNING LAW. This document shall be governed by the laws of the State of California in all respects, including its validity, construction, interpretation, and termination.

This Limited Power of Attorney shall not be affected by my subsequent disability or incapacity.

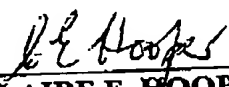
WITNESS my hand at Newport Beach, California, this 20th day of March, 2001.



JOHN RUSHBROOKE
Principal

Sample Signature of

Attorney-in-Fact:



CLAIRE E. HOOPER
Attorney-in-Fact

Address of Attorney-in-Fact:

1308 Colony Plaza
Newport Beach, CA 92660

Telephone Number:

(949) 706-2555

STATE OF CALIFORNIA

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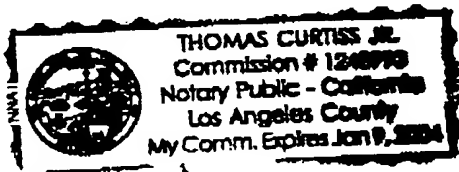
COUNTY OF ORANGE

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On March 20, 2001 before me, Thomas Curtiss, Jr., Notary Public, personally appeared **JOHN G. RUSHBROOKE**, also known as **JOHN RUSHBROOKE**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)



A handwritten signature in cursive script, reading "Thomas Curtiss, Jr.", followed by a long horizontal line.